

CHIEF OF POLICE EMPLOYMENT AGREEMENT

For the purpose of employing Scott Rolston as the Chief of Police for the Whitestown Police Department, the Town of Whitestown, by and through its Town Council, and Scott Rolston agrees as follows:

1. Parties,

The parties to this Agreement are:

“Chief” meaning Scott Rolston, the Chief for the Whitestown Police Department for the Town of Whitestown, Indiana; and

“Town” means the Town of Whitestown, Indiana, by and through its Town Council.

As used in this agreement:

“Board” means the Metropolitan Board of Police Commissioners for the Town of Whitestown established pursuant to Indiana Code 36-8-9-1 et seq.;

“Current per diem rate” means the Chief’s annual salary established in Paragraph 4(a) of this agreement divided by two hundred and twenty (220); and

“Department” means the Whitestown Police Department for the Town of Whitestown, Indiana.

2. Employment of Chief; Term.

The Town agrees to employ the Chief and the Chief agrees to be employed as the Chief Executive Officer for the Department for a period beginning July 8, 2020 and concluding on December 31, 2023 (the “Term”) subject to the terms of this Agreement. The parties further agree that the Chief may be removed from the position of Chief for any reason determined by the Town Council or Board in their sole discretion to be sufficient, but the Chief shall not be deprived of the continuing salary and benefits to be provided by the Town pursuant to Paragraph four (4) of this Agreement except upon (a) the breach by the Chief of any provision in this Agreement, (b) arrest for, being charged with, or conviction of a crime, (c) a finding of the Board under Ind. Code § 36-8-3-4(b)(2), or (d) payment by the Town of a lump sum severance amount equal to six (6) month’s salary established in Paragraph four (4) of the Agreement subject to applicable taxes and withholdings. The parties recognize that if removed from the Chief position without the lump sum severance payment set forth in subpart (d) above, the Chief will return to the full time position of Captain within the Department at same salary and benefits of this Agreement for the term of this Agreement, and thereafter at the salary and benefits of the Captain position under the Town’s applicable salary ordinance and policies then in effect, unless the Council or Board proceeds with dismissal of the Chief from the Department as provided under Ind. Code Ind. Code § 36-8-3-4.

3. Duties of Chief.

The parties agree that the Chief shall have the duties and responsibilities set out in the job description attached as Exhibit A, which is incorporated into this Agreement by reference. The parties further agree that the duties set forth shall not be substantially modified, reduced, or expanded except by written directive from the Town Council or the Board to the Chief.

The Chief agrees that his duties pursuant to this Agreement represent full-time employment and he will not perform services for compensation as an employee in law enforcement or any other capacity for any entity other than the Town during the Term of this Agreement except as approved in advance by the Town Council or Board. Notwithstanding any other provision in the Agreement, the Chief shall comply with the Town Council and Board's directives regarding outside employment.

The parties to the Agreement further agree that the duties established for the Chief by this Agreement are personal and non-delegable except as authorized in writing by the Town Council or Board.

The Chief agrees that at all times while he is employed pursuant to this Agreement, he will meet the qualification standards for the position of Chief as required under law and as described in the job description attached as Exhibit A.

4. Salary & Benefits.

As payment in exchange for the performance of the duties established by this Agreement, the Town shall provide the following to the Chief:

(a) Salary.

The Chief shall be paid for each full calendar year of employment pursuant to this Agreement and a proportionate amount for any partial year pursuant to this Agreement according to the following schedule subject to applicable taxes and withholdings:

| | | |
|-------|-----------------------|-----------------------------|
| (i) | July 9 – Dec 31, 2020 | \$100,000 annual (prorated) |
| (ii) | Jan. 1 – Dec 31, 2021 | \$102,000 (2% increase) |
| (iii) | Jan. 1 – Dec 31, 2022 | \$104,040 (2% increase) |
| (iv) | Jan. 1 – Dec 31, 2023 | \$106,120 (2% increase) |

(b) Personal & Family Illness Leave.

The Chief shall have available six (6) days each calendar year as paid leave for personal illness or illness of a member of the Chief's immediate family. These days shall accumulate from year to year if unused, but shall not accumulate to exceed sixty (60) days. Personal and family illness leave days are not deferred compensation and are provided by the Town to reduce any loss of pay due to absence from work as a result of personal or family illness. Therefore, the paid leave provided pursuant to this sub-paragraph is to be used only for personal or family illness and for no other purpose.

Additional unpaid leave shall be available to the Chief in accordance with the Family & Medical Leave Act after all paid illness leave is utilized. All accumulated buy back of unused personal or family illness leave above the sixty (60) day cap will be forfeited and not be paid to the Chief. If, however, the Agreement is terminated or cancelled, all accumulated but unused personal and family illness leave (up to the sixty (60) day cap) shall be paid at the Chief's current per diem rate at the time of termination or cancellation.

(c) Other Paid Leave.

The Chief shall be entitled to paid or unpaid leave in any other circumstances other than personal and family illness leave in which paid or unpaid leave is required by the state or federal law, or permitted by the Town policy.

(d) Insurance Coverage.

The Town shall make available to the Chief the same insurance benefits offered to the Town's other employees.

(e) Employee Pension Contribution

In addition to the other compensation provided to the Chief by this paragraph, the Town shall make its portion of the contribution to the 1977 Police Officers and Firefighters Pension Fund. It is understood by all parties that the Town shall make all payments into the Chief's 1977 Fund account so as to prevent any lapse in coverage. The obligation of the Town will remain in effect during the Term of the Agreement, any extension that may occur, and/or until the Chief leaves the Department. The Chief will be responsible for his portion of the contribution to the 1977 Police Officers and Firefighters Pension Fund.

(f) Vacation Leave.

The Chief shall receive twenty (20) days of paid vacation leave in each calendar year of this Agreement. Vacation leave for a calendar year shall be available for use on January 1st of each calendar year of the Agreement. All unused vacation leave will carry over from calendar year to calendar year during the Term of this Agreement but shall not accumulate to exceed forty-five (45) days. All accumulated but unused vacation leave above the forty-five (45) day cap will be forfeited and not be paid to the Chief. All earned but unused vacation leave (up to the forty-five (45) day cap) will be paid to the Chief at his current per diem rate upon termination or cancellation of this Agreement.

(g) Take Home Vehicle.

The Chief shall be issued a take home vehicle. The take home vehicle may be used within the state provided that the Chief is traveling on official duties as Chief. Otherwise the take home vehicle may be used within Boone County or outside of Boone County consistent with the Department regulations approved by the Board. The take home vehicle may not be used to perform services as an employee or independent contractor for any other entity unless specifically authorized by the Town Council or Board. Notwithstanding any other provision

in this Agreement, the Chief's use of said vehicle shall be consistent with the Department's General Orders regarding the use of take home vehicles. The take home vehicle issued to the Chief shall be secured against theft or damage at all times. The Chief shall be responsible for any income taxes accruing from the Town's provision of a take home vehicle.

(h) Uniform & Equipment Allowance.

The Chief's uniform and equipment are visible exemplars of the Department and the Chief's uniform and equipment shall therefore be maintained in exemplary condition by the Chief. To support this requirement of the position of the Chief, in each calendar year, the Chief shall receive one-thousand five hundred dollars (\$1500) to be applied toward the purchase and maintenance of uniforms and equipment for the Chief, and the Chief shall further be paid an additional five hundred dollars (\$500) on January 15th of each year of the Agreement as a supplemental for clothing and equipment for professional attire and related equipment for the Chief's use while providing services pursuant to this Agreement. Clothing and equipment purchased with allowances paid pursuant to this sub-paragraph shall be the property of the Town for the first year from the purchase date.

5. Discretionary Merit Payments.

The Town Council may in its sole discretion consider discretionary merit payments for the Chief in any year in accordance with the Town's salary ordinance and policies. Nothing herein shall be interpreted as entitling the Chief to any merit payment.

6. Chief's Residence.

During the term of this Agreement, the Chief shall reside within Boone County or any other county contiguous to Boone County. As used in this Paragraph, the Chief's residence is the place he spends the night on the majority of days in each week.

7. Defense and Indemnification for Acts in Performance of Duties.

The Board agrees to provide counsel for the Chief and to indemnify and hold him harmless to the fullest extent permitted by law for all claims, demands, and judgments arising out of the performance of his duties as Chief, unless the performance, act, or omission is outside the scope of the Chief's employment or involves gross negligence, or wanton, willful, or criminal conduct on the part of the Chief.

8. Entire Agreement of Parties.

The parties agree that:

- (a) Each has had the opportunity to consult counsel and sufficient time to consider and understand the terms of this Agreement;
- (b) Each party has contributed to the content of this Agreement and therefore neither shall be considered to be principal author should it necessary to apply or interpret this Agreement;
- (c) The Agreement contains all of the agreed terms of employment of the Chief by the Town;
- (d) Except as otherwise provided herein, this Agreement cannot be amended, waived, revoked, or modified by either party except in a written document making specific reference to this Agreement which is approved by both parties in the same manner that this Agreement was approved; and
- (e) This Agreement shall become effective upon approval and execution of this Agreement by the Town and Chief.

9. Agreement as a Public Record

The parties agree that this Agreement is a public record under the Indiana Public Records Law, Indiana Code 5-14-3 and shall be available for public inspection and copying pursuant to that statute.

AGREED this _____ DAY OF _____, 2020

CHIEF

WHITESTOWN TOWN COUNCIL

Scott Rolston
Scott Rolston

By: _____
Clinton Bohm, President

METROPOLITAN BOARD OF POLICE
COMMISSIONERS FOR THE TOWN OF
WHITESTOWN

By: _____
Susan Austin, President

EXHIBIT A
Description of Duties of the Police Chief

The Chief is the executive head of the Department. All orders and directives to the Department emanating from the Board will be directed through the Chief's Office. In his capacity as the Police Chief, the Chief shall undertake the following duties and responsibilities:

- Formulate and enforce departmental policies and shall exercise such powers connected with his office as provided by Ordinances and Statutes;
- Responsible for the proper and efficient enforcement of all laws and ordinances which the Department is authorized to enforce;
- Has the authority to issue Orders to all Officers and Employees of the Department as he may deem necessary – all such Orders must conform to Federal, State, and Local laws and the departmental rules and regulations and such Orders shall be in full force until rescinded;
- Responsible for the preparation and execution of the department budget subject to the approval of the Board;
- Administer the fiscal affairs of the Department in a manner to convert available resources into maximum effective police service with the highest degree of economy;
- Responsible for ensuring that the Officers and Employees receive the necessary training to enable them to effectively and efficiently perform their duties;
- Responsible for all resources – manpower, materials, equipment, money as assigned to the Department, and their efficient and economical utilization toward the police mission;
- Maintain strict discipline throughout the Department and enforce the Department's Rules and Regulations for the satisfactory conduct and general behavior of the Officers;
- Responsible for the investigation of all charges made against Officers by fellow Officers or citizens;
- Assure that all evidence relating to alleged offenses is discovered and properly documented;
- Create and maintain favorable relations between the Department and the public as well establish policies governing public relations;
- Report to the Board any important changes in the organization, important changes in operating procedures, and the suspension of a member of the Department;
- Delegate to his Supervisory Officers such authority commensurate with their responsibilities with restrictions imposed to direct and discipline subordinates under their command;
- Organize his office so that in his absence it will be under command of his Second in Command as a representative of the Chief and as such directions shall be obeyed throughout the Department;
- In recognition that the Chief is a visible representative of the Department, the Chief must act in a manner that is becoming of an officer and refrain from activities (e.g. participating in criminal or nefarious activities) or attending events or establishments (e.g. strip clubs) that reflect poorly on the Chief and/or Department.